

NOTICE OF CERTIFICATION

WESTJET ANTI-HARASSMENT PROMISE CLASS ACTION

This notice is to all current and former female flight attendants at WestJet Airlines Ltd. who had contracts of employment with WestJet Airlines Ltd. between April 4, 2014 and February 28, 2021.

**PLEASE READ THIS NOTICE CAREFULLY
AS IT MAY AFFECT YOUR LEGAL RIGHTS**

What is the Class Action About?

Mandalena Lewis (“**Ms. Lewis**”), a former flight attendant, has filed a lawsuit against WestJet Airlines Ltd. (“**WestJet**”). The lawsuit has been certified as a Class Action. Ms. Lewis is the representative plaintiff.

Ms. Lewis alleges WestJet systemically breached the employment contracts of female flight attendants who were employed with WestJet between April 4, 2014 and February 28, 2021 by failing to implement and enforce a contractually guaranteed promise to create and maintain a workplace free from harassment (the “**Anti-Harassment Promise**”).

The Anti-Harassment Promise is alleged to be a term of all flight attendants’ employment contracts whereby WestJet agreed to, among other things, proactively prevent harassment, require all employees to comply with a Code of Conduct, properly investigate and act on complaints of harassment, and to take appropriate remedial action where necessary.

Harassment may be defined as any conduct, comment, gesture, or physical contact that is known or ought reasonably to be known as unwelcome, inappropriate, or otherwise offensive to an individual or a group of individuals, where such behaviour has the purpose or effect of creating an intimidating hostile or offensive workplace. Harassment may include sexual harassment, inappropriate comments or jokes, intimidation, unfair treatment or misuse of authority, the display or distribution of offensive materials, unwelcome touching, sexual advances, requests or demands for sexual favours, or other verbal or physical conduct that is both sexual in nature and offensive, or any other action that may reasonably be perceived as offensive, disrespectful, or discriminatory.

Ms. Lewis alleges that WestJet failed to meet its contractual promise, including by allowing harassment to exist and by failing to properly investigate and impose meaningful consequences in response to incidents of harassment. None of the allegations in the lawsuit have been proven.

What Will be Decided at the Common Issues Trial?

The Class Action has been deemed suitable to proceed to what is known as a Common Issues Trial, which is currently scheduled to commence on October 15, 2024 in BC Supreme Court.

In bringing this Class Action, Ms. Lewis is asking the Court to order WestJet to pay damages for failing to implement its promise of a harassment-free workplace. The damages relate to the amount of money that WestJet allegedly saved by not properly implementing and enforcing the Anti-Harassment Promise. Ms. Lewis also seeks an award of punitive damages and costs against WestJet. Damages are sought for the Class as a whole. In the event that the Class Action is ultimately successful, the Court will decide how any awarded damages should be divided between Class Members.

The Common Issues Trial will seek to determine the answers to the following questions:

1. During the Class Period, was the Anti-Harassment Promise, as defined in the Amended Notice of Civil Claim, a term of WestJet's employment contracts with each Class Member?
2. Did WestJet fail to implement and enforce the Anti-Harassment Promise throughout the Class Period and, in doing so, breach the Class Members' employment contracts?
3. If yes, did WestJet save costs through its deficient performance of the Anti - Harassment Promise during the Class Period?
4. If yes, is the Class entitled to disgorgement of the costs savings identified?
5. If the answer to (2) is yes, does WestJet's conduct justify an award of punitive damages?
6. If yes, what amount of punitive damages should be awarded against WestJet?

The answers to these questions at the Common Issues Trial will determine the next steps in the Class Action. If the Class Action is successful, the Court will decide how any awarded damages should be divided between Class Members.

Who are the Lawyers for the Class?

The Court appointed JFK Law LLP ("**Class Counsel**") to represent the Class Members

JFK Law LLP
Suite 260, 200 Granville Street
Vancouver, British Columbia V6C 1S4

For more information about this Class Action, including the notice of civil claim and other court documents, please visit the website:

<https://jfklaw.ca/mandalena-lewis-against-westjet-airlines-ltd-westjet>

Alternatively, you can contact Class Counsel directly at:

778-819-3931 or.
604-687-0549, extension 117

Just ask to speak about the WestJet Anti-Harassment Promise Class Action.

Class Counsel's email address is: WJAntiHarassmentClass@jfklaw.ca

Who is Included in the Class?

The Court has determined that the Class Members are:

All current and former female flight attendants at WestJet Airlines Ltd., who had contracts of employment with WestJet between April 4, 2014 and February 28, 2021.

If you fall within the definition above, you are automatically included in the Class Action as a Class Member. You do not need to pay anything out of your pocket. The lawyers appointed by the Court to represent the Class will only be paid if the claims are successful.

Whether the Class Action is successful or not, all Class Members who have not opted out will be bound by the final judgment of the Court.

If the Class Action is unsuccessful, Class Members will not receive any compensation but you will also not be responsible to pay any costs.

Opting Out of the Class Action

If you do not wish to be included in the Class Action, you must complete, sign and date the Opt-Out Form attached to this Notice of Certification and send it to Class Counsel confirming that you do not want to be included in the Class Action within **60 days of April 9, 2024**.

Further details on how to opt-out of the Class Action can be found either at the website listed on page 3 of this Notice or by contacting Class Counsel. Class Counsel may contact you during the opt-out process to confirm the information in the Opt-Out Form is accurate.

By opting out of the Class Action, the results of the Class Action lawsuit will not apply to you. If you opt out, you will not be entitled to receive any money through the Class Action lawsuit, if awarded, but you will still keep your right to sue WestJet on your own behalf, subject to any limitation periods.

Confidential Information

To identify systemic patterns of harassment, documents relating to WestJet's creation and maintenance of a harassment-free workplace during the Class Period (April 2014 - March 2021), including documents relating to complaints and investigations related to individual incidents of harassment, will be produced by WestJet to Class Counsel.

Class Counsel is bound by an undertaking (a professional commitment) to keep all such materials confidential prior to trial and to only use them at trial to advance the lawsuit. If you are a class member you can contact Class Counsel to discuss how any such information could be protected, or you can opt out of the Class Action as described above.

Class Counsel's Fee Arrangement

Under the terms of Class Counsel's retainer agreement with the representative plaintiff, Class Counsel will seek approval of a percentage of the settlement amount or amount awarded by the court, plus disbursements and applicable taxes. Class Counsel will also seek an honorarium for the representative plaintiff to be paid from Class Counsel's fees.

Class Counsel fees, disbursements and any payment to the representative plaintiff are subject to Court approval.

More Information

If you have any questions, please contact Class Counsel using the contact details above. Class Counsel represent you and are here to help answer your questions.

Please do not contact the courthouse or the Registrar of the Court about the Class Action, as they will not be able to answer your questions about this lawsuit.

This notice is published pursuant to the section 19 and 20 of the British Columbia *Class Proceedings Act* and has been approved by the Court.

OPT-OUT FORMS
WESTJET ANTI-HARASSMENT PROMISE CLASS ACTION

IF YOU COMPLETE, SIGN AND SUBMIT AN OPT-OUT FORM, YOU WILL REMOVE YOURSELF FROM BEING A CLASS MEMBER IN THE WESTJET ANTI-HARASSMENT PROMISE CLASS ACTION

The attached Opt-Out forms excludes Class Members from participation in the WestJet Anti-Harassment Promise Class Action between Mandalena Lewis (“Lewis”) and WestJet Airlines Ltd. (“WestJet”).

If you complete and submit the appropriate form, you will not be eligible to participate in the Class Action or any resolution of it.

Do not use this form if you want to remain in the Class as a Class Member.

If you want to be excluded from the Class, the appropriate form must be completed, signed, and delivered to Class Counsel, JFK Law LLP, no later than 60 days from April 9, 2024.

If the form is not postmarked or received by June 8, 2024, you will continue to be part of the Class Action and may be eligible for compensation as a result of any judgment or settlement. Compensation is not guaranteed to any Class Member.

You can submit this form in one of three ways:

1. Complete the enclosed pages, initial each page, and email it as an attachment to WJAntiHarassmentClass@jfkllaw.ca;
2. Complete the enclosed pages, initial each page and send it by mail to:

JFK Law LLP
Attention: WestJet Anti-Harassment Promise Class Action
Suite 260, 200 Granville Street
Vancouver, British Columbia V6C 1S4
3. Complete the enclosed pages, initial each page and sent it by fax to:

1-604-687-2696
Attn: WestJet Anti-Harassment Promise Class Action

OPT-OUT FORM FOR CLASS MEMBER

I understand by checking the box below and completing this Form signing it, initialing each page, and submitting it to Class Counsel, I will opt out of the WestJet Anti-Harassment Promise Class Action.

I UNDERSTAND THAT BY OPTING OUT:

- I will not be a Class Member;
- I will not be eligible to receive money resulting from the outcome of the WestJet Anti-Harassment Promise Class Action including any settlement of it;
- My sensitive personal information will not be used or potentially disclosed in court during in the WestJet Anti-Harassment Promise Class Action;
- I will retain my rights to independently sue WestJet at my cost, if I wish to do so.

I hereby opt-out of the WestJet Anti-Harassment Promise Class Action.

By signing this Opt-Out Form, I acknowledge that I have reviewed and understood the Notice of Certification document published online and in other formats.

Class Member Information:

First Name and Middle Initial: _____

Last Name: _____

Date of Birth: _____

Street Address: _____

City: _____

Province/Territory: _____

Postal Code: _____

Phone Number: _____

Email Address: _____

DATED this ____ day of _____, 202__.

Signature of Class Member

Signature of Witness
to Signature of Class Member

Printed Name of Witness
to Signature of Class Member

INITIALS: _____

OPT-OUT FORM FOR ESTATE TRUSTEE OR GUARDIAN OF CLASS MEMBER

If you are completing this form on behalf of a person under disability or for an Estate, please fill out the following information:

Full Name of Class Member: _____

Information of Guardian/Trustee of Class Member:

First Name and Middle Initial: _____

Last Name: _____

Date of Birth: _____

Street Address: _____

City: _____

Province/Territory: _____

Postal Code: _____

Phone Number: _____

Email Address: _____

Relationship to Class Member: _____

Please attach a copy of the Court Order or other documents appointing you as the Estate Trustee or Guardian of the Class Member and describe the Class Member status as follows:

- A person under disability (include a copy of Continuing Power of Attorney for the property or Certificate of Statutory Guardianship)
- Deceased (including a Certificate of Appointment as Estate Executor or Administrator/Probate of Last Will and Testament.

Date of Death: _____

DATED this ____ day of _____, 202__.

Signature of Estate Trustee or
Guardian of Class Member

Signature of Witness
to Signature of Estate Trustee or Guardian
of Class Member

Printed Name of Witness

INITIALS: _____